

**IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA**

HEALTH PARTNERS PLANS, INC.

Plaintiff,

v.

READING HEALTH PARTNERS, LLC

Defendant.

:
:
: CIVIL ACTION
:
: No.
:
:
: JURY TRIAL DEMANDED
:
:

COMPLAINT

Plaintiff, Health Partners Plans, Inc. (“Health Partners”), by and through its undersigned counsel, Pepper Hamilton LLP, hereby files this Complaint against Defendant, Reading Health Partners, LLC (“RHP” or “Defendant”), seeking injunctive relief, money damages, attorneys’ fees and costs and other relief, and in support thereof avers as follows:

INTRODUCTION

1. This is an action for injunctive relief, money damages, attorneys’ fees and costs and other relief stemming from RHP’s unfair competition and false designation of origin arising under the trademark and unfair competition laws of the United States.

PARTIES

2. Plaintiff Health Partners is a Pennsylvania non-profit 501(c)(4) corporation that maintains its principal place of business at 901 Market Street, Suite 500, Philadelphia, Pennsylvania 19107.

3. On information and belief, Defendant RHP is a limited liability company of Pennsylvania with a principal place of business at M Building, First Floor, Sixth Avenue and Spruce Street, West Reading, Pennsylvania 18901.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over the claims for relief arising under the Lanham Act, 15 U.S.C. § 1121.

5. This Court has personal jurisdiction over RHP because it is a citizen of this Commonwealth.

6. Venue is proper in this Court under 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to Health Partners' claims occurred in this District and a substantial part of the property, intellectual or otherwise, that is subject to Health Partners' claims is situated within this District.

FACTUAL BACKGROUND

HEALTH PARTNERS AND ITS "HEALTH PARTNERS" BRAND

7. Health Partners is a leading non-profit provider of health plans with a network of healthcare providers in the Greater Philadelphia Region which includes Philadelphia, Bucks, Montgomery, Chester, Delaware, Berks, Lancaster and Lehigh counties. Members of Health Partners' health plans are patients or prospective patients of hospitals and other healthcare providers in the Greater Philadelphia Region.

8. Health Partners' members and potential members (*i.e.*, the relevant consumers) enroll with a particular health insurance plan (Medicare, Medicaid, or CHIP) and then locate a particular healthcare provider (for example, a physician, pediatrician or specialist) within that plan, that meets the member's geographic and medical needs.

9. Health Partners was founded over thirty years ago and has grown to nearly a quarter of a million members from the Greater Philadelphia Region.

10. Health Partners is hospital-owned. Its six (6) hospital owners include the following Philadelphia-area hospitals: Aria Health, Einstein Medical Center, Episcopal Hospital,

Hahnemann University Hospital, St. Christopher's Hospital for Children, and Temple University Hospital. Health Partners' network providers includes more than thirty (30) hospitals and 5,600 primary care and specialist physicians and allied health professionals.

11. Health Partners is the owner of the Trade Name "HEALTH PARTNERS PLANS" and the Trademarks "HEALTH PARTNERSTM", "HEALTH PARTNERS PLANSTM", and "HEALTH PARTNERS FOUNDATIONTM", and accompanying Design Marks and Logos ("the HEALTH PARTNERS Marks"). HEALTH PARTNERS Marks and variants thereof have been used in connection with Health Partners' services since at least as early as 1985. Certain of the HEALTH PARTNERS Marks are the subjects of U.S. Trademark Applications and U.S. Trademark Registrations issued by the United States Patent and Trademark Office. True and accurate copies of the Trademarks, Trademark Registration Certificates and Trademark Applications are attached hereto as **Exhibit "1."**

12. The HEALTH PARTNERS Marks cover a variety of services focused on making healthcare affordable and accessible to members throughout the Greater Philadelphia Region. Use of one or more of the HEALTH PARTNERS Marks has been continuous and exclusive since 1985.

13. Health Partners offers and advertises its HEALTH PARTNERSTM services from the website located at www.healthpartnersplans.com and has done so since the URL was first registered in August, 2012. Prior to 2012, since 1995, Health Partners offered and advertised its HEALTH PARTNERSTM services from the website located at www.healthpart.com.

14. Health Partners actively promotes its "HEALTH PARTNERSTM" services and related services through social media, including Twitter (@HPPlans), Facebook

(<https://www.facebook.com/healthpartnersplans>), Instagram (<https://instagram.com/hppplans/>), and LinkedIn (<https://www.linkedin.com/company/healthpartnersplans>). Health Partners has invested significant time and resources into developing its reputation and the good will of the “HEALTH PARTNERS™” Brand.

15. Over the course of its thirty (30) year history of providing superior health coverage to the Greater Philadelphia Region’s most chronically underserved members of the community, Health Partners has spent tens of millions of dollars advertising and promoting its goods and services.

16. Since 2012 alone, Health Partners has spent, on average, about \$3 million dollars a year on marketing and advertising under its HEALTH PARTNERS Marks. Its marketing and advertising efforts reach Philadelphia, Montgomery, Delaware, Chester, Bucks and Berks Counties. And beyond.

17. At least the following Health Partners’ covered Provider Hospitals and their affiliated physicians provide medical services in some of the same geographic area covered by RHP: Reading Hospital, Lancaster General Hospital, Lancaster Regional Medical Center, Chester Community Hospital, Phoenixville Community Hospital, Pottstown Community Hospital, Sacred Heart Hospital, Easton Hospital and St. Luke’s Hospital (but not its physicians).

18. Over the last 5 years, Health Partners has paid those hospitals and affiliated physicians over \$2,431,000.00.

19. At least 1,697 Health Partners’ covered Provider Primary Care and Specialist Physicians and Allied Health Professionals provide medical services in some of the same geographic area covered by RHP.

20. Over 175 Health Partners' members reside in Berks County, PA and many more in counties adjacent thereto.

21. Over the last 5 years, Health Partners has paid over \$795,000.00 on behalf of those members who reside in Berks County, PA.

22. Over the last 5 years, Health Partners' advertising and marketing has reached Berks County, PA and beyond through its website, Twitter, Instagram, Facebook, Television, Radio, Direct Mail, etc.

23. As a result of Health Partners' longstanding and continuous use of the HEALTH PARTNERS Marks to identify its services, Health Partners' members and prospective members have come to identify Health Partners as the exclusive source of those services.

24. Health Partners has maintained and continues to maintain the highest standards of quality of its services marketed, offered, and rendered under the HEALTH PARTNERS Marks.

25. Over the course of over thirty years, Health Partners has established itself as a preeminent provider of health insurance plans and access to healthcare providers for members and prospective members in the Greater Philadelphia Region.

26. In 2015, Health Partners was named the #1 Medicaid Plan in Pennsylvania by the National Committee for Quality Assurance. <https://www.healthpartnersplans.com/about-us/newsroom/news-releases/2014/health-partners-plans-medicaid-ranked-1-in-pa-by-ncqa>

27. In 2015, Health Partners was also honored as the 2015 Nourish Award Recipient from MANNA. See <http://www.mannapa.org/wp-content/uploads/2013/04/Nourish-2015.pdf>. A true and accurate copy of Health Partners' website page discussing these initiatives is attached hereto as **Exhibit "4."**

28. In 2014, the Pennsylvania Department of Human Services, Office of Medical Assistance Programs, Division of Quality and Special Needs Coordination found that for the second straight year (and third straight year in top two), Health Partners had the highest level of customer of satisfaction for child health coverage. http://www.dhs.state.pa.us/cs/groups/public/documents/communication/s_002193.pdf (ranking Health Partners second in customer satisfaction among adults).

29. The Pennsylvania Department of Human Services also provides to consumers a guide by which they can select the appropriate health insurance plan for their needs. As part of that guide, the Department ranked the then-available plans in nine different categories. Health Partners was the only plan to receive a four-star ranking in any category. Health Partners received a four-star ranking in three different categories – specifically services for the treatment or maintenance of issues relating to cholesterol and diabetes and maternity care. https://www.enrollnow.net/PASelfService/pdfs/English/HC%20ConsumerGuide_SouthEast_Eng.pdf.

30. Health Partners is philanthropically active in the community. The HEALTH PARTNERS FOUNDATION™ programs were established in 1999 by Health Partners' employees and business partners to help meet the healthcare and wellness needs of the communities they sponsor, and to support local organizations that make a positive difference in communities and neighborhoods. "HEALTH PARTNERS FOUNDATION™" programs are funded by Health Partners' employees and corporate sponsors that include Philadelphia professional athletic teams, nationally recognized health and wellness providers, Regional banks, and local institutions. A true and accurate copy of Health Partners' website page identifying its

“HEALTH PARTNERS FOUNDATION™” corporate sponsors is attached hereto as **Exhibit “2.”**

31. “HEALTH PARTNERS FOUNDATION™” community events are hosted in the Greater Philadelphia Region most weekends throughout the year. A true and accurate copy of Health Partners’ website page advertising community HEALTH PARTNERS FOUNDATION™ events is attached hereto as **Exhibit “3.”**

32. “HEALTH PARTNERS FOUNDATION™” initiatives include awards to local individuals and organizations that positively impact and make a difference in their communities; scholarships; holiday donations to those in need; and emergency relief services.

33. The result of these extraordinary marketing and promotion efforts, in conjunction with Health Partner’s well-documented and well-deserved reputation for excellence among consumers and within the industry, the Health Partners’ Marks have achieved secondary meaning/acquired distinctiveness as the source of origin of superior health insurance in the Greater Philadelphia Region.

RHP AND ITS UNAUTHORIZED USE OF THE HEALTH PARTNERS™ MARK

34. Upon information and belief, RHP is owned jointly by Reading Health System and Reading Physician Organization.

35. Reading Health System includes Reading Hospital, Reading Hospital-Spring Ridge, Reading Health and Rehabilitation Hospital, Reading Health Physician Network, Affilia Home Health and The Highlands at Wyomissing.

36. On December 10, 2012 RHP established itself as a Pennsylvania Limited Liability Company by filing with the Pennsylvania Corporation Bureau. It thus then joined the 30 million or more businesses in the U.S. (**Exhibit “5”**)

37. Upon information and belief, RHP registered the domain name readinghealthpartners.org on March 19, 2013, not in its own name, but through a foreign domain name “privacy” service designed to conceal its identity from the public. It thus then joined the other 250+ million domain names active on the Internet. **(Exhibit “6”)**

38. Upon information and belief, the earliest that RHP ever operated any website at readinghealthpartners.org is June 13, 2014, when a one page placeholder appeared. A somewhat more complete website appeared on June 28, 2014. It thus then joined the 1 billion or more websites available on the Internet. **(Exhibit “7”)**

39. RHP currently operates a website at readinghealthpartners.org, but also utilizes the domain name readinghealth.org at which another website is found.

40. RHP currently utilizes the e-mail address RHP@readinghealthpartners.org as its main public internet contact.

41. Upon information and belief, RHP had little, if any revenue in 2013, and only \$88,000 through June 30, 2014, an Operating Loss of \$114,700, and assets of only \$15,000.

42. By June 30, 2015, about the time Plaintiff first heard of RHP, RHP’s revenues had jumped to \$3,161,000, though still having a large Operating Loss of \$1,868,000.

43. Health Partners first became aware of RHP’s use of “READING HEALTH PARTNERS” in June, 2015.

44. RHP’s use of “READING HEALTH PARTNERS” at that time seemed insignificant and not then likely to cause consumer confusion meriting action by Health Partners.

45. In late Fall of 2015, however, while Health Partners was contracting in the Reading area for further expansion of its business, it first discovered that the entity proposed to contract with HPP on behalf of Reading Hospital was RHP.

46. Health Partners objected to contracting with RHP due to its confusingly similar name/mark.

47. Thereafter, Reading Hospital thereafter agreed to contract directly with Health Partners and did so on December 1, 2015 by entering into a “Health Partners Participating Hospital/Facility Agreement.” The Agreement was signed by Reading Hospital Senior Vice President and Chief Financial Officer, Gary Conner on November 16, 2015.

48. In addition, a similar Agreement and a Health Partners Plans Participating Specialist Provider Agreement was entered into on December 1, 2015 between Health Partners and Reading Hospital and Reading Health Physicians Network. That Agreement was likewise signed by Gary Conner on November 11, 2015 as SVP and CFO of Reading Health System.

49. In the Fall of 2015 Health Partners initiated similar Trademark Infringement litigation against Doylestown Health Partners, LLP (“DHP”) which was quickly resolved by DHP changing its name and mark.

50. Shortly thereafter, Health Partners executives reached out to RHP executives in an attempt to resolve this trademark dispute amicably, as it did with DHP, but without litigation.

51. When those efforts proved unsuccessful, in early February 2016, Health Partners instructed its Special Intellectual Property Counsel to send a ‘Cease and Desist’ Letter to RHP formally requesting RHP change its name/mark within a commercially reasonable time and even suggesting over 60 acceptable alternative names/marks that would permit RHP to retain its acronym, “RHP,” but change the wording so as not to be confusingly similar to that of Health Partners. (Exhibit “8”)

52. By letter dated February 16, 2016, RHP, through counsel, refused to change its name/mark and made the same arguments that DHP had made previously. (**Exhibit “9”**)

53. Upon information and belief, RHP markets and provides healthcare services to patients and prospective patients. Specifically, it provides a network of healthcare providers within the Reading Hospital System.

54. Health Partners has paid Reading Hospital over \$746,00.00 in claims from 2011 to 2016 alone. Further, Reading Hospital pursued an action in Berks County Court of Common Pleas on 9/16/05 (#05-13419) against Health Partners for an inpatient claim of a Health Partners member where Reading Hospital agreed in 2006 to accept \$96,000 from Health Partners as a settlement of that matter. As a result, Reading Hospital and RHP have long been well aware of Health Partners and the HEALTH PARTNERS Marks and were so when RHP selected and began and continued to use its confusingly similar “READING HEALTH PARTNERS” name/mark.

55. More importantly, as a result of Health Partners’ members current and historical use, numerous hospitals, including Reading Hospital, consumers in the Greater Philadelphia Region are already inclined to believe that there is an affiliation, association, or sponsorship between Health Partners and RHP.

56. Specifically, the hospitals and/or hospital networks that are members of Health Partners regularly advertise their affiliation/association with Health Partners to the relevant consuming public such that consumers are accustomed to seeing the Health Partners Marks used in association with the name of a hospital and/or network of hospital. *See, e.g.,* http://www.templehealth.org/content/news.htm?view=34&inCtx5news_id=1006&inCtx4pg=0&

news=2 (“Temple University Health System, Temple University and Health Partners Plans teamed up to sponsor a very special day for a group of Philadelphia seniors”); <http://www.reuters.com/article/2015/01/20/pa-health-partners-plans-idUSnBw206085a+100+BSW20150120> (“Health Partner Plans and University of Pennsylvania Health System Unite to Improve Health Outcomes”).

57. It is expected that Reading Hospital has already begun to or shortly will also advertise its affiliation/association with Health Partners.

58. RHP continues to use, with knowledge of Health Partners and without Health Partners’ authorization, the name and mark “READING HEALTH PARTNERS” for its healthcare resources and services.

59. Upon information and belief, RHP’s use of a mark in connection with goods and services that are closely related, if not identical to, the goods and services for which the Health Partners Marks have acquired secondary meaning/distinctiveness is likely to cause confusion among the relevant consuming public as to an affiliation, association, or sponsorship between HPP and RHP.

60. Such confusion is likely to manifest itself, at the very least, among Medicare and Medicaid recipients who, when confronted with the health insurance options during the Affordable Care Act open enrollment period, will intend to select Health Partners for its thirty-year reputation for excellence, well-deserved recognition as the leading Medicaid plan provider in the Commonwealth, and its Commonwealth leading customer satisfaction but will instead mistakenly select another insurer associated with RHP, a relatively new player in this market, because of confusion as to affiliation, association or sponsorship.

COUNT I

FEDERAL UNFAIR COMPETITION AND FALSE DESIGNATION OF ORIGIN

61. Health Partners incorporates the preceding paragraphs as though set forth herein.

62. RHP has used in commerce trademarks that are identical and/or confusingly similar to the HEALTH PARTNERS Marks in connection with the rendering, sale, offering for sale, distribution and/or advertising of services and such uses are likely to cause confusion or to cause mistake or to deceive.

63. The aforesaid acts of RHP are likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, sponsorship, or association of Health Partners or Health Partners' services or commercial activities with goods, services, or commercial activities that are not Health Partners', or as to the origin, sponsorship, or approval by Health Partners of RHP's goods, services, or commercial activities.

64. The aforesaid acts of RHP constitute false designation of origin and false and misleading descriptions and representations in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

65. The aforesaid acts of RHP have been intentional, willful, and in bad faith.

66. Health Partners has been and is likely to be damaged by RHP's conduct and unlawful acts.

67. The acts of RHP complained of herein have caused and, unless enjoined by this Court, are likely to cause Health Partners to suffer irreparable harm.

68. Health Partners is entitled to relief pursuant to 15 U.S.C. §§ 1116, 1117, and 1125.

PRAYER FOR RELIEF

WHEREFORE, Health Partners prays for a judgment in its favor and against RHP and requests the following relief:

1. That RHP, its officers, agents, servants, employees, affiliates, licensees, assigns, and attorneys, and all parties in active concert or participation with any of them, be temporarily, preliminarily and thereafter permanently enjoined from:

- (a) Engaging in any further acts of trademark infringement and unfair competition of Health Partners' HEALTH PARTNERS Marks described herein above, in violation of federal trademark and unfair competition laws;
- (b) Using in any way a name or mark that is identical or confusingly similar to any Health Partners Trademark, including the HEALTH PARTNERS Marks;
- (c) Any other conduct which causes or is likely to cause confusion, mistake, deception, or misunderstanding as to the source, affiliation, connection or association of the HEALTH PARTNERS Marks or other Health Partners trademarks.

2. That an accounting and judgment be rendered against RHP awarding:

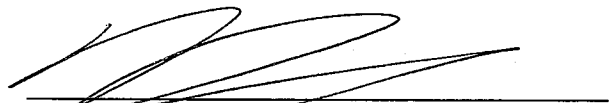
- (a) All profits received from the rendering of services in connection with or advertised in any manner by the use of the HEALTH PARTNERS Marks or designations confusingly similar thereto, either directly or indirectly or by implications or representations of affiliation or relationship with Health Partners;

- (b) Damages to be proven at trial for willful trademark infringement, unfair competition and false designation of the origin of services, and that such damages, where appropriate, be trebled;
- (c) Health Partners their attorneys' fees and costs; and
- (d) Health Partners such other and further relief as the Court deems just and proper.

3. That RHP be ordered to surrender for destruction any and all print or electronic emblems, signs, invoices, labels, packaging, prints, articles, and promotional and advertising materials of any kind in its possession or under its control bearing the HEALTH PARTNERS Marks or designations confusingly similar thereto;

4. That Health Partners be awarded such other and further relief as this Court may deem just and equitable under the circumstances.

Respectfully submitted,



M. Kelly Tillery, Esquire
Neah S. Robbins, Esquire
PEPPER HAMILTON LLP
3000 Two Logan Square
Eighteenth & Arch Streets
Philadelphia, PA 19103-2799
(215) 981-4401

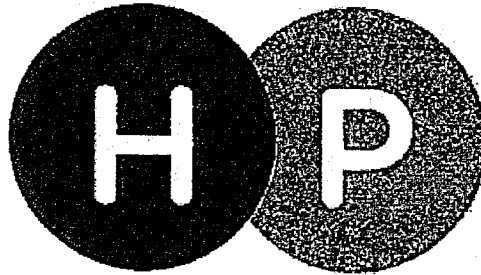
Attorneys for Plaintiff,
Health Partners Plans, Inc.

Dated: March 23, 2016

EXHIBIT 1

United States of America

United States Patent and Trademark Office



Reg. No. 4,638,813

Registered Nov. 18, 2014

Int. Cl.: 44

SERVICE MARK

PRINCIPAL REGISTER

HEALTH PARTNERS PLANS, INC. (PENNSYLVANIA CORPORATION)
901 MARKET STREET
SUITE 500
PHILADELPHIA, PA 19107

FOR: HEALTH CARE SERVICES IN THE NATURE OF HEALTH MAINTENANCE ORGANIZATIONS, IN CLASS 44 (U.S. CLS. 100 AND 101)

FIRST USE 5-1-2013; IN COMMERCE 8-18-2013.

THE MARK CONSISTS OF THREE SOLID CIRCLES APPEARING IN A HORIZONTAL LINE WHERE THE RIGHT EDGE OF THE LEFT CIRCLE OVERLAPS THE LEFT EDGE OF THE MIDDLE CIRCLE AND THE RIGHT EDGE OF THE MIDDLE CIRCLE OVERLAPS THE LEFT EDGE OF THE RIGHT CIRCLE. THE LETTER "H" APPEARS IN THE CENTER OF THE LEFT CIRCLE, THE LETTER "P" APPEARS IN THE CENTER OF THE MIDDLE CIRCLE, AND THE LETTER "P" APPEARS IN THE CENTER OF THE RIGHT CIRCLE.

SER. NO. 76-716,111, FILED 3-31-2014

TIMOTHY O. SCHIMPF, EXAMINING ATTORNEY



Michelle K. Lee

Deputy Director of the United States
Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*
What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§ 1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. § 1059.

Requirements in Successive Ten-Year Periods*
What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or reminder of these filing requirements.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§ 1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. § 1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

United States of America
United States Patent and Trademark Office

HPP

Reg. No. 4,630,259

Registered Nov. 4, 2014

Int. Cl.: 44

SERVICE MARK

PRINCIPAL REGISTER

HEALTH PARTNERS PLANS, INC. (PENNSYLVANIA CORPORATION)
901 MARKET STREET, SUITE 500
PHILADELPHIA, PA 19107

FOR HEALTH CARE SERVICES IN THE NATURE OF HEALTH MAINTENANCE ORGANIZATIONS, IN CLASS 44 (U.S. CLS. 100 AND 101).

FIRST USE 5-1-2013; IN COMMERCE 8-18-2013.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 76-716,113, FILED 3-31-2014.

TIMOTHY O. SCHIMPF, EXAMINING ATTORNEY



Michelle K. Lee

Deputy Director of the United States
Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
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See 15 U.S.C. §1059.

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What and When to File:

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Grace Period Filings*

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NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

10-2-2014
U.S. Patent & Trademark Office, P.O. Box 1000



Health Partners Foundation

TRADEMARK
76716989

TRADEMARK APPLICATION:

SERIAL NO. 76716989

U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

FEE SHEET

10/02/2014 SWILSON1 00000012 76716989

01 FC16001

375.00 0P



Health Partners Plans

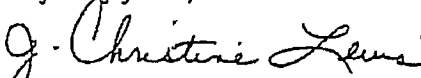
September 29, 2014

Commissioner for Trademarks
United States Patent & Trademark Office
P. O. Box 1451
Alexandria, VA 22313-1451

Dear Commissioner:

Enclosed is an application for the registration of the special form stacked drawing mark, Health Partners Foundation. Also enclosed is a check in the amount of \$375.00 for the application fee, and a self-addressed stamped postcard for confirmation and return of the assigned serial number. Thank you.

Very truly yours,


J. Christine Lewis, Paralegal

Enclosures

-To the Commissioner for Trademarks-
<APPLICANT INFORMATION>

<Name> Health Partners Plans
<Street> 901 Market Street, Suite 500
<City> Philadelphia
<State> PA
<Country> USA
<Zip/Postal Code> 19107
<Telephone Number> (215) 991-4051
<Fax Number> (215) 991-4105
<e-mail Address> jbaker@hpnplans.com

<APPLICANT ENTITY INFORMATION> -Select only ONE-

<Individual: Country of Citizenship> N/A
<Corporation: State/Country of Incorporation> Pennsylvania
<Partnership: State/Country under which Organized> N/A
<Name(s) of General Partner(s) & Citizenship/Incorporation> N/A
<Other Entity Type: Specific Nature of Entity> N/A
<State/Country under which Organized> N/A

<TRADEMARK/SERVICE MARK INFORMATION>

<Mark> Health Partners Foundation

The mark may be registered in standard character format or in special form. Applicant must specify whether registration is sought for the mark in standard character format or in a special form by entering "YES" in the appropriate space below.

<Standard Character Format> The mark is presented in standard character format without claim to any particular font style, size or color.
Enter YES, if appropriate

<Special Form Drawing> Enter YES, if appropriate - YES

ATTACH a separate piece of paper that displays the mark you want to register (a "drawing" page), even if the mark is simply a word or words. Display only the exact mark you want to register on the additional piece of paper. Do not display advertising material or other matter that is not part of the mark. Please see additional HELP instructions.

<BASIS FOR FILING AND GOODS/SERVICES INFORMATION>

<Use in Commerce Section 1(a)> - *Applicant is using or is using through a related company the mark in commerce on or in connection with the below-identified goods and/or services (15 U.S.C. § 1051(a)).* -

<International Class Number(s)> 036

<Listing of Goods and/or Services> - *List in ascending numerical class order. Please see sample in HELP Instructions.* Charitable fund raising.

<Date of First Use Anywhere> 09/01/13

<Date of First Use in Commerce> 09/01/13

-Submit one (1) SPECIMEN for each international class showing the mark as used in commerce-
Specimens of the mark are attached.

<Intent to Use: Section 1(b)> - *Applicant has a bona fide intention to use or use through a related company the mark in commerce on or in connection with the below identified goods and/or services (15 U.S.C. § 1051(b)).* -

<International Class Number(s)>

<Listing of Goods and/or Services> - *List in ascending numerical class order. Please see samples in HELP Instructions.* -

<Foreign Priority: Section 44(d)> - *Applicant has a bona fide intention to use the mark in commerce on or in connection with the below-identified goods and/or services, and asserts a claim of priority based upon a foreign application in accordance with 15 U.S. C. § 1126 (d)* -

<International Class Number(s)>

<Listing of Goods and/or Services> - *List in ascending numerical class order. Please see sample in HELP Instructions.* -

<Country of Foreign Filing>

<Foreign Application Number>

<Date of Foreign Filing>

<Foreign Registration: Section 44(e)> - *Applicant has a bona fide intention to use the mark in commerce on or in connection with the below-identified goods and/or services based on registration of the mark in applicant's country of origin* -

<International Class Number(s)>

<Listing of Goods and/or Services> - *List in ascending numerical class order. Please see sample in HELP Instructions.* -

<Country of Foreign Registration>

<Foreign Registration Number>

<Foreign Registration Date>

<Foreign Registration Renewal Date>

<Foreign Registration Expiration Date>

-Submit foreign registration certificate or a certified copy of the foreign registration, in accordance with 15 U.S.C. § 1126(e) -

<FEE INFORMATION>

\$375.00 x <Number of Classes> 1

<Total Filing Fee Paid> \$375.00

<SIGNATURE INFORMATION>

~Applicant requests registration of the above-identified mark in the United States Patent and Trademark Office on the Principal Register established by Act of July 5, 1946 (15 U.S.C. § 1051 et seq.) for the above-identified goods and/or services.

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statement may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. § 1051 (b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief to be true.

<Signature>

<Date>

<Name> Johnna W. Baker, Esquire

<Title> General Counsel, VP Legal and Risk Management

<CONTACT INFORMATION>

<Name> Johnna W. Baker, Esquire

<Company/Firm Name> Health Partners Plans

<Street> 901 Market Street, Suite 500

<City> Philadelphia

<State> Pennsylvania

<Country> USA

<Zip/Postal Code> 19107

<Telephone Number> (215) 991-4051

<Fax Number> (215) 991-4105

<e-Mail Address> jbaker@hplplans.com

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that I am properly authorized to execute this application on behalf of the applicant; I believe the applicant to be the owner of the trademark/service mark sought to be registered, that the mark is in use in commerce and was in use in commerce on or in connection with the goods or services listed in the application as of the application filing date; that to the best of my knowledge and belief no other person, firm, corporation, or association has the right use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; that the substitute specimen was in use in commerce at least as early as the filing date of the application and that all statements made of my own knowledge are true and all statements made on information and belief are believed to be true.


(Signature)

Johnna W. Baker, Esquire
General Counsel, Vice President
Legal and Risk Management

8/28/14
(Date)

HEALTH PARTNERS
FOUNDATION

APPLICANT'S NAME: Health Partners Plans

CORRESPONDENCE ADDRESS: 901 Market Street, Suite 500,
Philadelphia, PA 19107

GOODS AND SERVICES: 036 – charitable fund raising.

DATE OF FIRST USE: 09/01/13

DATE OF FIRST USE IN COMMERCE: 09/01/13

TRADEMARK: Health Partners Foundation

MARK DRAWING: ATTACHED

COLOR CLAIM AND LOCATION STATEMENT: The following colors appear above the name and are claimed as features of the mark and appear as follows:

Colors

29.04.05 – 2 purple circles

29.05.06 – 1 green circle

SPECIMEN OF USE: Attached

10-2-2014
U.S. Patent & Trademark Office

HEALTH PARTNERS FOUNDATION

TRADEMARK
76716988

TRADEMARK APPLICATION:

76716988

SERIAL NO. _____

U.S. DEPARTMENT OF COMMERCE

PATENT AND TRADEMARK OFFICE

FEE SHEET

10/02/2014 SWILSONI 00000011 76716988

01 FC:6001

375.00 DP



Health Partners Plans

September 29, 2014

Commissioner for Trademarks
United States Patent & Trademark Office
P. O. Box 1451
Alexandria, VA 22313-1451

Dear Commissioner:

Enclosed is an application for the registration of the standard character format mark, Health Partners Foundation. Also enclosed is a check in the amount of \$375.00 for the application fee, and a self-addressed stamped postcard for confirmation and return of the assigned serial number. Thank you.

Very truly yours,

J. Christine Lewis
J. Christine Lewis, Paralegal

Enclosures

-To the Commissioner for Trademarks-
<APPLICANT INFORMATION>

<Name> Health Partners Plans

<Street> 901 Market Street, Suite 500

<City> Philadelphia

<State> PA

<Country> USA

<Zip/Postal Code> 19107

<Telephone Number> (215) 991-4051

<Fax Number> (215) 991-4105

<e-mail Address> jbaker@hnpplans.com

<APPLICANT ENTITY INFORMATION> -Select only ONE-

<Individual: Country of Citizenship> N/A

<Corporation: State/Country of Incorporation> Pennsylvania

<Partnership: State/Country under which Organized> N/A

<Name(s) of General Partner(s) & Citizenship/Incorporation> N/A

<Other Entity Type: Specific Nature of Entity> N/A

<State/Country under which Organized> N/A

<TRADEMARK/SERVICE MARK INFORMATION>

<Mark> Health Partners Foundation

The mark may be registered in standard character format or in special form. Applicant must specify whether registration is sought for the mark in standard character format or in a special form by entering "YES" in the appropriate space below.

<Standard Character Format> The mark is presented in standard character format without claim to any particular font style, size or color.

Enter YES, if appropriate - Yes

<Special Form Drawing> Enter YES, if appropriate -

ATTACH a separate piece of paper that displays the mark you want to register (a "drawing" page), even if the mark is simply a word or words. Display only the exact mark you want to register on the additional piece of paper. Do not display advertising material or other matter that is not part of the mark. Please see additional HELP Instructions.

<BASIS FOR FILING AND GOODS/SERVICES INFORMATION>

<Use in Commerce Section 1(a)> - *Applicant is using or is using through a related company the mark in commerce on or in connection with the below-identified goods and/or services (15 U.S.C. § 1051(a)).* -

<International Class Number(s)> 036

<Listing of Goods and/or Services> - *List in ascending numerical class order. Please see sample in HELP instructions.* - Charitable fund raising.

<Date of First Use Anywhere> 09/01/13

<Date of First Use in Commerce> 09/01/13

-Submit one (1) SPECIMEN for each international class showing the mark as used in commerce-
Specimens of the mark are attached.

<Intent to Use: Section 1(b)> - *Applicant has a bona fide intention to use or use through a related company the mark in commerce on or in connection with the below identified goods and/or services (15 U.S.C. § 1051(b)).* -

<International Class Number(s)>

<Listing of Goods and/or Services> - *List in ascending numerical class order. Please see samples in HELP instructions.* -

<Foreign Priority: Section 44(d)> - *Applicant has a bona fide intention to use the mark in commerce on or in connection with the below-identified goods and/or services, and asserts a claim of priority based upon a foreign application in accordance with 15 U.S. C. § 1126 (d)* -

<International Class Number(s)>

<Listing of Goods and/or Services> - *List in ascending numerical class order. Please see sample in HELP instructions.* -

<Country of Foreign Filing>

<Foreign Application Number>

<Date of Foreign Filing>

<Foreign Registration: Section 44(e)> - *Applicant has a bona fide intention to use the mark in commerce on or in connection with the below-identified goods and/or services based on registration of the mark in applicant's country of origin* -

<International Class Number(s)>

<Listing of Goods and/or Services> - *List in ascending numerical class order. Please see sample in HELP instructions.* -

<Country of Foreign Registration>

<Foreign Registration Number>

<Foreign Registration Date>

<Foreign Registration Renewal Date>

<Foreign Registration Expiration Date>

-Submit foreign registration certificate or a certified copy of the foreign registration, in accordance with 15 U.S.C. § 1126(e) -

<FEE INFORMATION>

\$375.00 x <Number of Classes> 1

<Total Filing Fee Paid> \$375.00

<SIGNATURE INFORMATION>

~Applicant requests registration of the above-identified mark in the United States Patent and Trademark Office on the Principal Register established by Act of July 5, 1946 (15 U.S.C. § 1051 et seq.) for the above-identified goods and/or services.

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statement may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. § 1051 (b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief to be true.

-Signature-

<Date>

<Name> Johnna W. Baker, Esquire

<Title> General Counsel, VP Legal and Risk Management

<CONTACT INFORMATION>

<Name> Johnna W. Baker, Esquire

<Company/Firm Name> Health Partners Plans

<Street> 901 Market Street, Suite 500

<City> Philadelphia

<State> Pennsylvania

<Country> USA

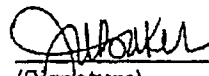
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<Telephone Number> (215) 991-4051

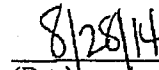
<Fax Number> (215) 991-4105

<e-Mail Address> jbaker@hpplans.com

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that I am properly authorized to execute this application on behalf of the applicant; I believe the applicant to be the owner of the trademark/service mark sought to be registered, that the mark is in use in commerce and was in use in commerce on or in connection with the goods or services listed in the application as of the application filing date; that to the best of my knowledge and belief no other person, firm, corporation, or association has the right use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; that the substitute specimen was in use in commerce at least as early as the filing date of the application and that all statements made of my own knowledge are true and all statements made on information and belief are believed to be true.


(Signature)

Johnna W. Baker, Esquire
General Counsel, Vice President
Legal and Risk Management


(Date)

HEALTH PARTNERS FOUNDATION

APPLICANT'S NAME: Health Partners Plans

CORRESPONDENCE ADDRESS: 901 Market Street, Suite 500,
Philadelphia, PA 19107

GOODS AND SERVICES: 036 - charitable fund raising.

DATE OF FIRST USE: 09/01/13

DATE OF FIRST USE IN COMMERCE: 09/01/13

TRADEMARK: Health Partners Foundation Standard Character Format

MARK DRAWING: ATTACHED

COLOR CLAIM AND LOCATION STATEMENT:

This mark is presented in standard character format without claim
to any particular font style, size or color.

SPECIMEN OF USE: Attached

10-2-2014
U.S. Patent & Trademark Office Reg. No. 477



Health Partners Foundation

TRADEMARK
76716987

TRADEMARK APPLICATION:

76716987

SERIAL NO. _

U.S. DEPARTMENT OF COMMERCE

PATENT AND TRADEMARK OFFICE

10/02/2014 SWILSON1 00000010 76716987

01 FC:6001

375.00 0P

FEE SHEET



Health Partners Plans

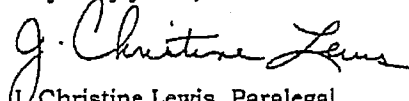
September 29, 2014

Commissioner for Trademarks
United States Patent & Trademark Office
P. O. Box 1451
Alexandria, VA 22313-1451

Dear Commissioner:

Enclosed is an application for the registration of the special form drawing horizontal mark, Health Partners Foundation. Also enclosed is a check in the amount of \$375.00 for the application fee, and a self-addressed stamped postcard for confirmation and return of the assigned serial number. Thank you.

Very truly yours,


Christine Lewis, Paralegal

Enclosures

-To the Commissioner for Trademarks-

<APPLICANT INFORMATION>

<Name> Health Partners Plans

<Street> 801 Market Street, Suite 500

<City> Philadelphia

<State> PA

<Country> USA

<Zip/Postal Code> 19107

<Telephone Number> (215) 981-4051

<Fax Number> (215) 981-4105

<e-mail Address> jbaker@hnpplans.com

<APPLICANT ENTITY INFORMATION> -Select only ONE-

<Individual: Country of Citizenship> N/A

<Corporation: State/Country of Incorporation> Pennsylvania

<Partnership: State/Country under which Organized> N/A

<Name(s) of General Partner(s) & Citizenship/Incorporation> N/A

<Other Entity Type: Specific Nature of Entity> N/A

<State/Country under which Organized> N/A

<TRADEMARK/SERVICE MARK INFORMATION>

<Mark> Health Partners Foundation

The mark may be registered in standard character format or in special form. Applicant must specify whether registration is sought for the mark in standard character format or in a special form by entering "YES" in the appropriate space below.

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Enter YES, if appropriate

<Special Form Drawing> Enter YES, if appropriate - YES

ATTACH a separate piece of paper that displays the mark you want to register (a "drawing" page), even if the mark is simply a word or words. Display only the exact mark you want to register on the additional piece of paper. Do not display advertising material or other matter that is not part of the mark. Please see additional HELP instructions.

<BASIS FOR FILING AND GOODS/SERVICES INFORMATION>

<Use in Commerce Section 1(a)> - *Applicant is using or is using through a related company the mark in commerce on or in connection with the below-identified goods and/or services (15 U.S.C. § 1051(a)).* -

<International Class Number(s)> 036

<Listing of Goods and/or Services> - *List in ascending numerical class order. Please see sample in HELP instructions.* Charitable fund raising.

<Date of First Use Anywhere> 09/01/13

<Date of First Use in Commerce> 09/01/13

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Specimens of the mark are attached.

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<International Class Number(s)>

<Listing of Goods and/or Services> - *List in ascending numerical class order. Please see samples in HELP instructions.* -

<Foreign Priority: Section 44(d)> - *Applicant has a bona fide intention to use the mark in commerce on or in connection with the below-identified goods and/or services, and asserts a claim of priority based upon a foreign application in accordance with 15 U.S. C. § 1126 (d)* -

<International Class Number(s)>

<Listing of Goods and/or Services> - *List in ascending numerical class order. Please see sample in HELP instructions.* -

<Country of Foreign Filing>

<Foreign Application Number>

<Date of Foreign Filing>

<Foreign Registration: Section 44(e)> - *Applicant has a bona fide intention to use the mark in commerce on or in connection with the below-identified goods and/or services based on registration of the mark in applicant's country of origin* -

<International Class Number(s)>

<Listing of Goods and/or Services> - *List in ascending numerical class order. Please see sample in HELP instructions.* -

<Country of Foreign Registration>

<Foreign Registration Number>

<Foreign Registration Date>

<Foreign Registration Renewal Date>

<Foreign Registration Expiration Date>

-Submit foreign registration certificate or a certified copy of the foreign registration, in accordance with 15 U.S.C. § 1126(e) -

<FEE INFORMATION>

\$375.00 x <Number of Classes> 1

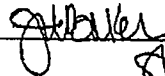
<Total Filing Fee Paid> \$375.00

<SIGNATURE INFORMATION>

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<Signature>



<Date>

8/28/14

<Name> Johnna W. Baker, Esquire

<Title> General Counsel, VP Legal and Risk Management

<CONTACT INFORMATION>

<Name> Johnna W. Baker, Esquire

<Company/Firm Name> Health Partners Plans

<Street> 901 Market Street, Suite 500

<City> Philadelphia

<State> Pennsylvania

<Country> USA

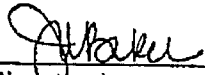
<Zip/Postal Code> 19107

<Telephone Number> (215) 991-4051

<Fax Number> (215) 991-4105

<e-Mail Address> jbaker@hplplans.com

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(Signature)

Johnna W. Baker, Esquire
General Counsel, Vice President
Legal and Risk Management

8/28/14
(Date)

Health Partners Foundation

APPLICANT'S NAME: Health Partners Plans

CORRESPONDENCE ADDRESS: 901 Market Street, Suite 500,
Philadelphia, PA 19107

GOODS AND SERVICES: 036 – charitable fund raising.

DATE OF FIRST USE: 09/01/13

DATE OF FIRST USE IN COMMERCE: 09/01/13

TRADEMARK: Health Partners Foundation

MARK DRAWING: ATTACHED

COLOR CLAIM AND LOCATION STATEMENT: The following colors appear above the name and are claimed as features of the mark and appear as follows:

Colors

29.04.05 – 2 purple circles

29.05.06 – 1 green circle

SPECIMEN OF USE: Attached

EXHIBIT 2

<https://www.healthpartnersplan...>

Friday, October 09, 2015



Health Partners Plans

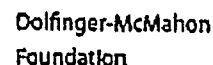
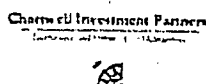
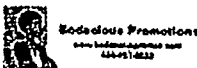
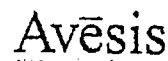
Foundation Donors

We thank our donors, whose generous support helps our Foundation make a difference.

Individual Donors

Lori Choai
Jonathan Dame
Edward and Kathleen Devlin
Barry Freedman
James Kennedy
David Pressel
Joseph Winalski
More than 370 Health Partners Plans employees

Corporate Donors



https://www.healthpartnersplan... Friday, October 09, 2015

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MED\SOLUTIONS

Milliman



PeopleShare
"Providing Great People to Great Companies"

P.S.D.C.
PULMONARY SURVIVAL DEVICE (PULMONARY)



POLYGON



PRESIDIO
The Future is the Foundation

Revo
Industries, Inc.

Solutions
Management
of America, Inc.

RITTER
Insurance Marketing



Special Smiles, Ltd.

SSH World State

StateStreet
ADVISORS

STRATEGIC BCP

Susquehanna
Valley Energy Asset Management Corp.



Charitable Foundation



Weight
Watchers

westmont
SEARCH

XAND
from DCS

EXHIBIT 3

<https://www.healthpartnersplan...>

Friday, October 09, 2015



Health Partners Plans

Community Events

We love to spread the word about good health.

Join us at community events featuring fun and informative activities, such as fitness demonstrations, face painting, entertainment and more!

We look forward to seeing you at the following events:

Saturday, July 11

Hispanic Fiesta
Penn's Landing
100 South Columbus Blvd.
Philadelphia, PA 19106
2:00 p.m – 5:00 p.m

Community Fun Festival
4300 Germantown Avenue
Philadelphia, PA 19140
11:00 a.m – 2:00 p.m

Sunday, July 12

Hispanic Fiesta
Penn's Landing
100 South Columbus Blvd.
Philadelphia, PA 19106
2:00 p.m – 5:00 p.m

Friday, July 17

East of Broad Senior Network – 3rd Annual
Senior Expo
John F. Street Center
1100 Poplar Street

Saturday, July 25

Fun Fit Day with HPP
Abington YMCA
1073 Old York Road
Abington, PA 19001
10:00 a.m – noon

Friends of Laura Sime Skate house Health
and Resource Fair
210 S. 63rd Street
Philadelphia, PA 19139
10:00 a.m – 3:00 p.m

The Greater Life Christian Center Community Health Fair

617 N. 41st Street
Philadelphia, PA 19104
11:00 a.m – 4:00 p.m

HACE's Eight Annual Fiesta Caribena

Fairhill Square Park
Lehigh Ave and 4th Street
Philadelphia, PA 19133
12:00 p.m – 5:00 p.m

Saturday, August 1

Fun Fit Day with HPP
Roxborough YMCA

<https://www.healthpartnersplan...>

Friday, October 09, 2015

Philadelphia, PA 19123

2:00 p.m – 5:00 p.m

Saturday, July 18

Chester Business Association Street Festival

Welsh and Avenue of the States

Chester, PA 19013

11:00 a.m – 5:00 p.m

Let's Love Logan Day

5400 – 5498 Old York Road

Philadelphia, PA 19141

10:00 a.m – 4:00 p.m

197th District Health Fair Fairhill Park

4th and Lehigh Avenue

Philadelphia, PA 19133

12:00 p.m – 3:00 p.m

Gaudenzia Outreach Community BBQ

39 E. Schoolhouse Lane

Philadelphia, PA 19144

11:00 a.m – 5:00 p.m

7201 Ridge Avenue

Philadelphia, PA 19128

10:00 a.m – noon

Saturday, August 8

Fun Fit Day with HPP

Christian Street YMCA

1724 Christian Street

Philadelphia, PA 19146

10:00 a.m – noon

Saturday, August 15

Fun Fit Day with HPP

Columbia North YMCA

1400 N. Broad Street

Philadelphia PA, 19121

10:00 a.m – noon

Saturday, August 22

Fun Fit Day with HPP

West Philadelphia YMCA

5120 Chestnut Street

Philadelphia, PA 19139

10:00 a.m – noon

For more information, call 215-967-4514.

EXHIBIT 4

<https://www.healthpartnersplan...>

Friday, October 09, 2015



Health Partners Plans

Health Partners Foundation

To help meet the needs of our communities we sponsor and support local organizations that are making a positive difference in the neighborhoods where our members live

Several Foundation programs increase the odds of success for local students.

The Foundation is funded by Health Partners Plans employees with the help of the generous support of business and individual donors.

[Find out how you can support the Foundation](#)

Here's how we inspire positive change in our community:

Making a Difference Awards



Each October, HPF honors local outstanding individuals and organizations that are working hard to make a difference in their communities. The 2014 event featured WDAS' Patty Jackson as emcee, and honorees from My Daughter's Kitchen, The One Less Foundation and Musa Konneth, a senior at Jules E. Mastbaum Area Vocational Technical School.

[View photos of past MAD awardees](#)

Make Dreams Reality scholarships



High achieving students with a financial need from our partner schools are eligible for our Make Dreams Reality scholarship to help pay for books and other educational expenses.

[See whose dreams we made real](#)

Be There! Perfect Attendance



Daily attendance at school is an important step toward academic and life success. Our *Be There!* program awards certificates and other honors to high school

<https://www.healthpartnersplan...>

Friday, October 09, 2015



students who maintain perfect attendance for at least one grading period in our partner schools.

[View photos of Perfect Attendance awardees](#)

Healthy Advances



Inspiring science careers among urban youth, our Healthy Advances award recognizes a student in grades 4-6 for the best health-related science project at the George Washington Carver Science Fair. Monetary awards go to the winning student and his or her school.

[View photo of Healthy Advances awardee](#)

Health Tech Award



Encouraging students to explore connections between health and technology, the Health Tech award recognizes a student in grades 7-12 for the best project at the George Washington Carver Science Fair that shows how technology can help address health issues. The winner receives \$200 and an HPF certificate.

[View photo of Health Tech awardee](#)

Thanksgiving food baskets



We want holidays to be special. That's why HPF helps those who might otherwise not have a Thanksgiving meal by supporting food baskets donated by Health Partners Plans employees and generous vendors. We also provide small donations to organizations that provide food to others during this season.

[Watch video of turkey basket donations](#)

[View turkey donation photos](#)

Holiday gifts



To spread holiday cheer, HPF gives gifts to children. The Foundation also offers financial support to other organizations providing holiday gifts.

Summer heat emergency relief



HPF provides fans to shut-ins, children with special needs and others who require relief from the summer heat.

[See how we help local residents keep cool](#)

<https://www.healthpartnersplan...> Friday, October 09, 2015

Supporting Committed Organizations

The Foundation provides small donations to organizations and programs who reach underserved communities in our targeted service areas. Organizations that have benefited from our support include: The African-American Children's Book Fair, Teen Shop, Evoluer House, Rubye's Kids, Philadelphia Citizens for Children and Youth (PCCY), Philadelphia Academies and many more.

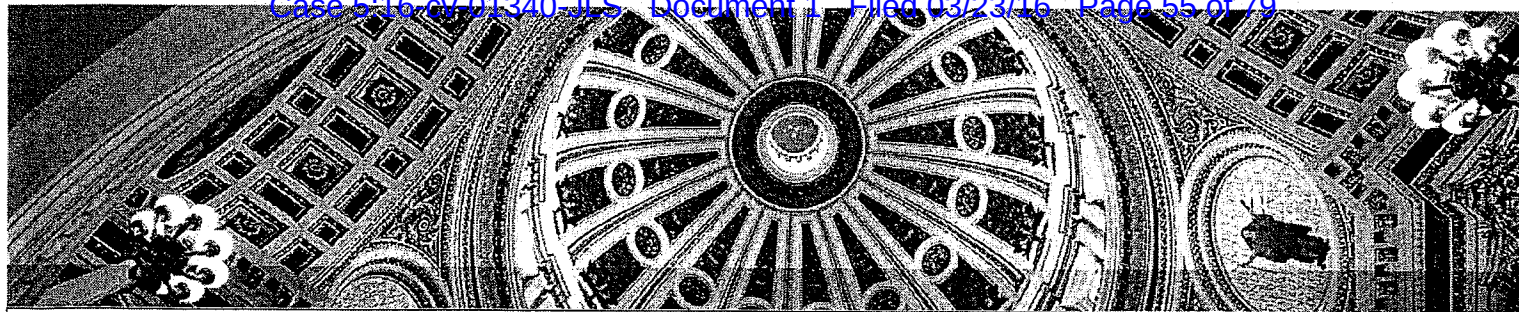
For more details on the Foundation view the [HPF brochure](#)

[Health Partners Foundation 2013-2014 Annual Report](#)

Like Health Partners Foundation on Facebook



EXHIBIT 5



Corporations ▾

Search Business Entities (corpsearch.aspx)

Search UCC Transactions (uccsearch.aspx)

Forms ▾

Contact Corporations (<http://www.dos.pa.gov/BusinessCharities/Pages/default.aspx>)

Login (../Account/ValidateUser)

Register (../Account/Register_account)

Search entity / Select entity / Order documents

Order Business Documents



Date: 02/18/2016

Business Name History

Name

Reading Health Partners, LLC

Name Type

Current Name

Business Entity Details

Officers

Name	Reading Health Partners, LLC
Entity Number	4151259
Entity Type	Limited Liability Company
Status	Active
Citizenship	Domestic
Entity Creation Date	12/10/2012
Effective Date	12/10/2012
State Of Inc	PA
Address	PO Box 16052, Sixth Avenue & Spruce Street West Reading PA 19611

Filed Documents

The information presented below is for your reference. To place an order you will need to log in. If you do not have a PENN File account, you may register for an account. For unavailable images please complete the form (http://www.dos.pa.gov/BusinessCharities/Business/RegistrationForms/Documents/RegForms/15-133_145_153%20Copy_Certification%20request.pdf) and submit with the required fee to process this.

Show 125 entries

Select	Date	Document	Pages	Plain Copy Quantity#	Price	Certified Copy Quantity#	Certified Copy Price	Microfilm #	Microfilm Start	Microfilm End	Line Total
<input type="checkbox"/>	12/10/2012	Creation Filing 1	2	<input type="text" value="1"/>	\$3.00	<input type="text" value="0"/>	\$40.00				

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Previous Next

☐ All Dates All Certified Copies 2 Quantity # \$46.00

Certified Documents

Select	Date	Document	Pages	Quantity#	Price	Line Total
<input type="checkbox"/>	02/18/2016	Subsistence Certificate	1	<input type="text" value="1"/>	\$40.00	
<input type="checkbox"/>	02/18/2016	Index and Docketing Report	1	<input type="text" value="1"/>	\$15.00	
<input type="checkbox"/>	02/18/2016	Index and Docketing Certified Report	1	<input type="text" value="1"/>	\$55.00	

Order Total :

EXHIBIT 6

DOMAINS HOSTING WEBSITES EMAIL SECURITY WHOIS SUPPORT LOGIN

readinghealthpartners.org registry whois

Updated 1 second ago - Refresh

Hot Deals!

Asia

.ASIA @ \$4.88 \$46.88

main ID: D168202809-LROR
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 dated Date: 2015-08-11T21:09:31Z
 ation Date: 2013-03-19T21:31:09Z
 gistry Expiry Date: 2016-03-19T21:31:09Z
 onsoring Registrar: Tucows Inc.
 onsoring Registrar IANA ID: 69
 main Status: ok https://www.icann.org/epp#ok
 gistrant ID: tu4dyh39QCM8VHSP
 gistrant Name: Contact Privacy Inc. Customer 0133862270
 gistrant Organization: Contact Privacy Inc. Customer 0133862270
 gistrant Street: 96 Mowat Ave
 gistrant City: Toronto
 gistrant State/Province: ON
 gistrant Postal Code: M6K3M1
 gistrant Country: CA
 gistrant Phone: +1.4165385457
 gistrant Phone Ext:
 gistrant Fax:
 gistrant Fax Ext:
 gistrant Email: readinghealthpartners.org@contactprivacy.com
 nin ID: tu4dyh39QCM8VHSP
 nin Name: Contact Privacy Inc. Customer 0133862270
 nin Organization: Contact Privacy Inc. Customer 0133862270
 nin Street: 96 Mowat Ave
 nin City: Toronto
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 nin Fax:
 nin Fax Ext:
 nin Email: readinghealthpartners.org@contactprivacy.com
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 h Street: 96 Mowat Ave
 h City: Toronto
 h State/Province: ON
 h Postal Code: M6K3M1
 h Country: CA
 h Phone: +1.4165385457
 h Phone Ext:
 h Fax:
 h Fax Ext:
 h Email: readinghealthpartners.org@contactprivacy.com
 ne Server: NS1.MEDIATEMPLE.NET
 ne Server: NS2.MEDIATEMPLE.NET
 SSEC: unsigned
 Last update of WHOIS database: 2016-02-18T18:26:35Z <<<

more information on Whois status codes, please visit https://icann.org/epp"

ess to Public Interest Registry WHOIS information is provided to assist persons in determining the contents of a
 ain name registration record in the Public Interest Registry registry database. The data in this record is provided by
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 phone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than the data
 client's own existing customers; or (b) enable high volume, automated, electronic processes that send queries or data
 ie systems of Registry Operator, a Registrar, or Afilias except as reasonably necessary to register domain names or
 ify existing registrations. All rights reserved. Public Interest Registry reserves the right to modify these terms at any
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ows.com icann.org contactprivacy.com mediatemple.net

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Easy. Reliable. Affordable.

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United States - English USD Help

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WHOIS search results for:
READINGHEALTHPARTNERS.ORG

(Registered)

Is this your domain?

Add hosting, email and more.

Want to buy this domain?

Get it with our Domain Buy service.

Domain Name:READINGHEALTHPARTNERS.ORG

Domain ID: D168202809-LROR

Creation Date: 2013-03-19T21:31:09Z

Updated Date: 2015-08-11T21:09:31Z

Registry Expiry Date: 2016-03-19T21:31:09Z

Sponsoring Registrar:Tucows Inc. (R11-LROR)

Sponsoring Registrar IANA ID: 69

WHOIS Server:

Referral URL:

Domain Status: ok -- http://www.icann.org/epp#ok

Registrant ID:tu4dyh39QCm8VHSP

Registrant Name:Contact Privacy Inc. Customer 0133862270

Registrant Organization:Contact Privacy Inc. Customer 0133862270

Registrant Street: 96 Mowat Ave

Registrant City:Toronto

Registrant State/Province:ON

Registrant Postal Code:M6K3M1

Registrant Country:CA

Registrant Phone: +1.4165385457

Registrant Phone Ext:

Registrant Fax:

Registrant Fax Ext:

Registrant Email:readinghealthpartners.org@contactprivacy.com

Admin ID:tu4dyh39QCm8VHSP

Admin Name:Contact Privacy Inc. Customer 0133862270

Admin Organization:Contact Privacy Inc. Customer 0133862270

Admin Street: 96 Mowat Ave

Admin City:Toronto

Admin State/Province:ON

Admin Postal Code:M6K3M1

Admin Country:CA

Admin Phone: +1.4165385457

Admin Phone Ext:

Admin Fax:

Admin Fax Ext:

Admin Email:readinghealthpartners.org@contactprivacy.com

Tech ID:tu4dyh39QCm8VHSP

Tech Name:Contact Privacy Inc. Customer 0133862270

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Tech Street: 96 Mowat Ave

Tech City:Toronto

Tech State/Province:ON

Tech Postal Code:M6K3M1

Tech Country:CA

Tech Phone: +1.4165385457

Tech Phone Ext:

Tech Fax:

Tech Fax Ext:

Tech Email:readinghealthpartners.org@contactprivacy.com

Name Server:NS1.MEDIATEMPLE.NET

Name Server:NS2.MEDIATEMPLE.NET

Name Server:

Name Server:

Name Server:

Name Server:

Name Server:

Name Server:

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Name Server:

Name Server:

DNSSEC:Unsigned

Domain already taken?

Enter Domain Name

Search

NameMatch Recommendations

GoDaddy.com NameMatch has found similar domain names related to your search. Registering multiple domain names may help protect your online brand and enable you to capture more Web traffic, which you can then direct to your primary domain.

Domains available for new registration:

Alternate domains

<input type="checkbox"/> readinghealthpartners.com	SAVE!	\$12.99
<input type="checkbox"/> readinghealth.partners		\$69.99
<input type="checkbox"/> readinghealthpartners.co	SAVE!	\$9.99
<input type="checkbox"/> readinghealthpartners.us	SAVE!	\$3.99
<input type="checkbox"/> readinghealthpartners.company		\$24.99
<input type="checkbox"/> readinghealthpartner.com	SAVE!	\$12.99
<input type="checkbox"/> readinghealthpartner.org	SAVE!	\$7.99
<input type="checkbox"/> readinghealthpartners.info	SAVE!	\$2.99

Learn more about

Private Registration	?	Deluxe Registration	?
Business Registration	?	Protected Registration	?

*PLUS ICANN FEE OF \$0.18 PER DOMAIN NAME YEAR.

**CA domain names will be registered through Go Daddy Domains Canada, Inc., a CIRA certified registrar

Access to Public Interest Registry WHOIS information is provided to assist persons in determining the contents of a domain name registration record in the Public Interest Registry registry database. The data in this record is provided by Public Interest Registry for informational purposes only, and Public Interest Registry does not guarantee its accuracy.

This service is intended only for query-based access. You agree that you will use this data only for lawful purposes and that, under no circumstances will you use this data to(a) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than the data recipient's own existing customers; or (b) enable high volume, automated, electronic processes that send queries or data to the systems of Registry Operator, a Registrar, or Afilias except as reasonably necessary to register domain names or modify existing registrations. All rights reserved. Public Interest Registry reserves the right to modify these terms at any time. By submitting this query, you agree to abide by this policy. For more information on Whois status codes, please visit <https://www.icann.org/resources/pages/epp-status-codes-2014-06-16-en>.

[See Underlying Registry Data](#)

Search for another domain name in the **WHOIS** database

Enter a domain name to search

Search

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EXHIBIT 7

Reading Health System



- Program Overview
- Clinical Integration Updates
 - Quality and Clinical Integration Improvement
 - Provider Network, Credentialing, and Enrollment
 - Population Health Management
 - Financing and Contracting
 - Clinical Informatics
- Clinical Integration Teams
- Resources

Reading Health Partners represents a commitment to deliver the highest-quality healthcare possible in an efficient, integrated manner for the patients and communities we serve.

Learn More

info@readinghealthpartners.org | readinghealth.org | 610-743-6043

READING HEALTH SYSTEM: Sixth Ave. & Spruce St. | West Reading, PA 19611 MAILING ADDRESS: PO Box 6052 | Reading, PA 19612-6052

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Reading Health System

PARTNERS[Program Overview](#)[RHP Updates](#)[RHP Committees](#)[Resources](#)[Clinical Guidelines](#)[Continuing Medical Education](#)

Reading Health Partners is committed to moving health forward – delivering more efficient, high-quality, cost-effective care to the patients and communities we serve.

To learn more:

[Employers / Payers](#) | [Providers](#)

rhp@readinghealthpartners.org | readinghealth.org | 610-743-6043

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Reading Health System

[Program Overview](#)[RHP Updates](#)[RHP Committees](#)[Resources](#)[Clinical Guidelines](#)[Continuing Medical Education](#)

Program Overview

Reading Health System realizes the nation's healthcare system is moving in a clear direction away from payment for volume to payment for value. Reading Health Partners (RHP) is a physician-hospital alignment that is both the *patient-centric* and *physician-led*, with guiding principles of improving both the quality and efficiency of healthcare in our community.

Reading Health Partners will leverage its strong relationship with physicians to support both primary and specialty care physicians in delivering the highest quality of care at the greatest value for payers, and establish opportunities of shared savings and other new payment methods for physicians.

Reading Health Partners Mission Statement

The mission of Reading Health Partners (RHP) is to improve the overall health of our patient population through the deployment of a clinically integrated program that reduces care fragmentation and delivers high quality, cost effective care. RHP will be physician-driven and patient-centered with the goal of creating shared value for the patients, providers, employers, and payers.

Reading Health Partners Vision Statement

Reading Health Partners will be nationally recognized as a premier clinically integrated healthcare organization. It will be a collaborative effort of healthcare professionals in a multi-disciplinary network providing coordinated patient-centric medical care using evidence-based guidelines that promotes transformative care, accountability, and cost containment to improve efficiency and patient satisfaction. Through dedicated physician leadership and population health management, Reading Health Partners is committed to serving the diverse needs of its community and surrounding areas.

Why join Reading Health Partners?

- To enhance the quality of care provided to patients
- To legitimately negotiate with commercial payers as a network
- To respond to health plans that are under tremendous pressure to use "report cards" that exclude "inefficient" physicians
- To provide access to a technological and quality improvement infrastructure that will allow physicians to argue against these "report cards"
- To allow networks of physicians to market themselves on the basis of quality

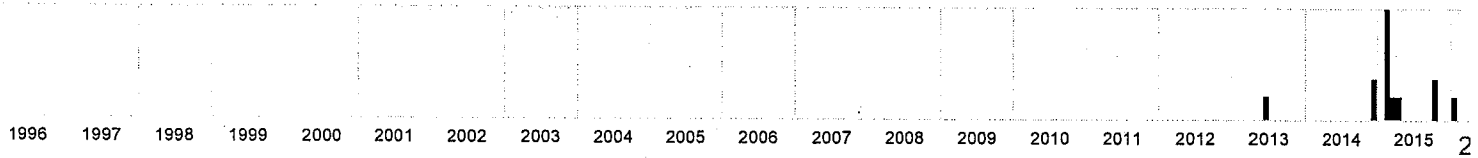
Can any physician be a member of Reading Health Partners?

INTERNET ARCHIVE

WayBackMachine

http://readinghealthpartners.org

BROWSE HISTORY

<http://readinghealthpartners.org>Saved **14 times** between June 28, 2013 and January 10, 2016.**PLEASE DONATE TODAY.** Your generosity preserves knowledge for future generations. Thank you.

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								30	31																					

Note

This calendar view maps the number of times <http://readinghealthpartners.org> was crawled by the Wayback Machine, *not* how many times the site was actually updated. More info in the [FAQ](#).

The Wayback Machine is an initiative of the [Internet Archive](#), a 501(c)(3) non-profit, building a digital library of Internet sites and other cultural artifacts in digital form. Other [projects](#) include [Open Library](#) & [archive-it.org](#).

Your use of the Wayback Machine is subject to the Internet Archive's [Terms of Use](#).

Is there a fee to be a member of Reading Health Partners?

There is no fee to become a member of Reading Health Partners. However, every participating physician will have to make a commitment to meeting the established performance standards.

As a participant in Reading Health Partners, members will:

- Be a participant in a successful integrated system of care and referrals
- Benefit from best-care, evidence-based processes, protocols, and clinical pathways, created by RHP physicians
- Gain from actionable data from continuous quality and efficiency improvement
- Utilize decision support tools
- Enjoy coordination of care for patients in all care settings, with advanced electronic information integration
- Improve practice and patient satisfaction
- Offer patients a strong medical home with advanced referral coordination

Disclaimer: Reading Health System's primary role will be to facilitate the physician-led process and help to streamline any barriers on the inpatient side. Reading Health System will not maintain a controlling stake in any aspect of governance.

rho@readinghealthpartners.org | readinghealth.org | 610-743-6043

READING HEALTH SYSTEM: Sixth Ave. & Spruce St. | West Reading, PA 19611 MAILING ADDRESS: PO Box 16052 | Reading, PA 19612-6052

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PARTNERS

[Program Overview](#)[RHP Updates](#)[RHP Committees](#)[Resources](#)[Clinical Guidelines](#)[Continuing Medical Education](#)

Reading Health Partners Committees

Representing more than 60 independent and employed physicians, five Clinical Integration (CI) Teams have been established to address different aspects of clinical integration. These CI Teams - *Quality and Clinical Integration Improvement, Provider Network, Credentialing, and Enrollment, Population Health Management, Financing and Contracting, and Clinical Informatics* - works to define the best approach to clinical integration for our community and continually reinforce what we mean by clinical integration.

[Complete list of the RHP Committees](#)

Reading Health Partners Governance

A thirteen-member Board of Managers whose explicit purpose is to develop and implement a clinical integration program and to negotiate pay-for-value contracts with health plans and employers will govern Reading Health Partners. The board's voting members will consist of ten physicians to be nominated by Reading Physician Organization and three individuals nominated and elected by Reading Health System.

Reading Health Partners Board

Reading Physician Organization Members (Voting)

Robert Brigham, MD

Chairman, Reading Health Partners Board of Managers

President, Reading Physician Organization

RHPN - Vascular Surgical Specialists

Michael A. Borofsky, MD

Arthritis and Osteoporosis Center

John D. Casey, MD

President, Medical Staff, Reading Hospital

Section Chief, Orthopedic Surgery

Keystone Orthopaedic Specialists, LLC, d/b/a, Orthopaedic Associates of Reading

Michael Koslow, MD

Cardiology Associates of West Reading

Louis LaLuna, MD

Digestive Disease Associates

James P. Restrepo, MD
ENT Head and Neck Specialists

Stephen R. Soffer, MD
Berkshire Orthopedic Associates

John Travers, MD
Section Chief, Family Medicine, Reading Hospital
Reading Health Physician Network – Family Medicine

Reading Health System Members (Voting)

Clint Matthews
President and CEO, Reading Health System

Gregory Sorensen, MD
Senior Vice President and Chief Medical Officer, Reading Health System

John P. Weidenhammer
Private Lay Board Members, Reading Health System Board
President, Weidenhammer Systems

Reading Health Partners (Non-Voting)

George A. Jenckes, III, MD
CEO/Senior Medical Director, Reading Health Partners

Charles Wills
President, Reading Health Partners

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About 46,000,000 results (0.44 seconds)

Reading Health Partners | Reading Health System

readinghealthpartners.org/ ▼

Committed to moving health forward – delivering more efficient, high-quality, ...

Reading Health Partners is ready to partner with you to deliver measurable ...

Leadership

Reading Physician Organization
Members (Voting). Robert ...

Continuing Medical Education

PLEASE NOTE: The CME module
must be run on a Windows ...

RHP Providers

The success of the clinical
integration model depends on ...

Clinical Integration

Clinical Integration refers to the
coordination of care across ...

Contact Us

Reading Health Partners.
M-Building, First Floor Sixth ...

Employee Members

Reading Health Partners employee
members enjoy ...

[More results from readinghealthpartners.org »](#)

HealthBreak – Reading Health Partners, George Jenckes III ...

<https://www.readinghealth.org/healthy.../healthbreak-200-jenckes-readin...> ▼

HealthBreak – Reading Health Partners, George Jenckes III, MD. Dr. Jenckes
explains how the Reading Health Partners group aims to provide the right care in ...

Reading Health System | AllSpire Health Partners

www.allspirehealthpartners.org/reading-health-system ▼

Reading Health System, based in Berks County, Pa., is a regional non-profit health
care system that consists of four major gateways: Reading Hospital, ...

HealthBreak: George Jenckes III, MD, Reading Health ...



https://www.youtube.com/watch?v=Gh_7ZurEhWs

Sep 2, 2014 - Uploaded by Reading Health System

HealthBreak: George Jenckes III, MD, Reading Health
Partners ... developed a clinically integrated program ...

[PDF] READING HEALTH SYSTEM AND SUBSIDIARIES ...

thehighlands.org/.../Reading-Health-System-Financial-Statements-2014pdf...

Nov 24, 2014 - the financial position of Reading Health System and Subsidiaries as
of ... Reading Health Partners (RHP), a (Pennsylvania) limited liability ...

Health Partners Jobs, Employment in Reading, PA | Indeed ...

www.indeed.com/q-Health-Partners-I-Reading,-PA-jobs.html ▼ Indeed.com

Jobs 1 - 10 of 141 - 141 Health Partners Jobs available in Reading, PA on
Indeed.com. one search. all jobs.

Manager, Case Management Job in West Reading, PA at ...

www.readinghealthsystem.jobs/...Reading.../XjdP-jf685-ct102436-jid274... ▼

Jan 6, 2016 - Manager, Case Management Jobs in West Reading, PA at Reading
Health System. ... Full Job Title: Case Manager - Berkshire Health Partners..

Searches related to reading health partners

reading health physician network

reading health system

[Healthy Living](#) > [Video Library](#) > HealthBreak – Reading Health Partners, George Jenckes III, MD

[x Return to Search](#)

HealthBreak – Reading Health Partners, George Jenckes III, MD



Dr. Jenckes explains how the Reading Health Partners group aims to provide the right care in the right setting at the right time.

Learn more about [upcoming HealthBreak topics](#).

Emergencies
911

Reading Hospital
484-628-8000

Referral Line
484-628-HELP

Toll Free
1-866-988-4377

READING HEALTH SYSTEM: Sixth Avenue and Spruce Street, | West Reading, PA 19611 **MAILING ADDRESS:** PO Box 16052 | Reading, PA 19612-6052

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EXHIBIT 8

Pepper Hamilton LLP
Attorneys at Law

3000 Two Logan Square
Eighteenth and Arch Streets
Philadelphia, PA 19103-2799
215.981.4000
Fax 215.981.4750

M. Kelly Tillery
direct dial: 215.981.4401
direct fax: 215.689.1471
tilleryk@pepperlaw.com

February 5, 2016

VIA FEDERAL EXPRESS

Charles Wills, President
George A. Jenckes, III, M.D., CEO
Robert Brigham, M.D., Chairman, Board of Managers
Reading Health Partners
Sixth Avenue and Spruce Street
M Building, First Floor
West Reading, PA 19611

RE: Health Partners Plans, Inc.

Gentlemen:

This office serves as Special Intellectual Property Counsel to Health Partners Plans, Inc. ("HPP")

It has come to HPP's attention that you are using the name and mark "Reading Health Partners" in conjunction with health care services in and around Berks County, PA.

Although my client's health insurance services have been rendered primarily in the Five County Philadelphia Area, over the last 30 years, it has used its name and mark "Health Partners" in Berks County for many years, well prior to 2012. In addition, its area of natural, expected, planned and actual expansion includes Berks County.

Reading Hospital has been well aware of HPP and its name and marks for years, at least as early as 2002. Although Reading Health Partners, LLC ("RHP") was formed on December 12, 2012 and seems to have put up a website in June of 2013, HPP was unaware of RHP until recently, no doubt due to the insubstantial use of RHP's name and mark in the marketplace, until now.

#36010581 v1

Philadelphia

Boston

Washington, D.C.

Detroit

New York

Pittsburgh

Berwyn

Harrisburg

Orange County

Princeton

Wilmington

Pepper Hamilton LLP
Attorneys at Law

Page 2
February 5, 2016

Under these circumstances, there is a likelihood of confusion between my client's well-established name and trademark and your name and mark.

In order to avoid any consumer confusion, on behalf of my client, I respectfully request that you change your name/mark to one that is not confusingly similar to that of my client as soon as possible. We, of course, understand that it might take some time to change and are prepared to accept a reasonable period of time within which you may do so.

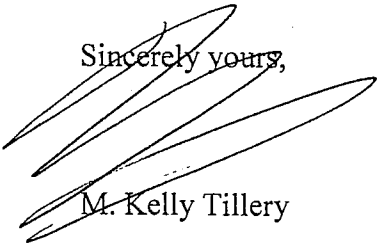
As you may know, my client takes its valuable name and mark quite seriously and has taken action to enforce its trademark rights in the United States District Court for the Eastern District of Pennsylvania. I have enclosed for your review copies of papers which we recently filed in an action against Doylestown Health Partners ("DHP"). That matter has been resolved with DHP changing its name to Doylestown Healthcare Partnership.

Please understand that while we hope that it is not necessary, HPP is prepared to file a similar action against Reading Health Partners, if necessary.

I trust that will not be necessary and that you will understand my client's position and make immediate efforts to cease the use of the confusingly similar name/mark. Any number of acceptable non-confusing alternatives come to mind without the use of the word "Partners." For your convenience and consideration, enclosed is a list of many possible alternatives acceptable to my client.

Should you wish to discuss this matter, please do not hesitate to call. I look forward to hearing from you. Best regards.

Sincerely yours,



M. Kelly Tillery

MKT:pab
Enclosures
cc: Clint Matthews, President & CEO
Reading Health Systems
Johnna Baker, Esquire
General Counsel, HPP

ACCEPTABLE ALTERNATIVE NAMES/MARKS

READING HEALTH OR HEALTH CARE P _____ ?

- 1) READING HEALTH OR HEALTH CARE PROFESSIONALS
- 2) READING HEALTH OR HEALTH CARE PROS
- 3) READING HEALTH OR HEALTH CARE PRACTICES
- 4) READING HEALTH OR HEALTH CARE PROTECTORS
- 5) READING HEALTH OR HEALTH CARE PROVIDERS
- 6) READING HEALTH OR HEALTH CARE PROTECTORATE
- 7) READING HEALTH OR HEALTH CARE PROPRIETORS
- 8) READING HEALTH OR HEALTH CARE PROMOTERS
- 9) READING HEALTH OR HEALTH CARE PROJECT
- 10) READING HEALTH OR HEALTH CARE PRESTIGE
- 11) READING HEALTH OR HEALTH CARE PREMIER
- 12) READING HEALTH OR HEALTH CARE PREFERRED
- 13) READING HEALTH OR HEALTH CARE PRECISION
- 14) READING HEALTH OR HEALTH CARE PRACTITIONERS
- 15) READING HEALTH OR HEALTH CARE POWER

- 16) READING HEALTH OR HEALTH CARE PORT
 - 17) READING HEALTH OR HEALTH CARE POINT
 - 18) READING HEALTH OR HEALTH CARE PLUS
 - 19) READING HEALTH OR HEALTH CARE PLATINUM
 - 20) READING HEALTH OR HEALTH CARE PINNACLE
 - 21) READING HEALTH OR HEALTH CARE PIONEERS
 - 22) READING HEALTH OR HEALTH CARE PLAN
 - 23) READING HEALTH OR HEALTH CARE PERSPECTIVES
 - 24) READING HEALTH OR HEALTH CARE PEOPLE
 - 25) READING HEALTH OR HEALTH CARE PATROL
 - 26) READING HEALTH OR HEALTH CARE PARTISANS
 - 27) READING HEALTH OR HEALTH CARE PARTICIPANTS
 - 28) READING HEALTH OR HEALTH CARE PARAMOUNT
 - 29) READING HEALTH OR HEALTH CARE PANOPLY
-
- 30) READING HEALTH OR HEALTH CARE ALLIES
 - 31) READING HEALTH OR HEALTH CARE TEAM
 - 32) READING HEALTH OR HEALTH CARE ASSOCIATES

EXHIBIT 9

STEVENS & LEE
LAWYERS & CONSULTANTS

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Direct Dial: (610) 478-2215
Email: jdb@stevenslee.com
Direct Fax: (610) 988-0805

February 16, 2016

BY EMAIL & FIRST-CLASS U.S. MAIL

M. Kelly Tillery, Esquire
Pepper Hamilton LLP
3000 Two Logan Square
Eighteenth & Arch Streets
Philadelphia, PA 19103-2799

Re: Health Partners Plans, Inc.'s Name Change Request to Reading Health Partners, LLC

Dear Mr. Tillery:

This will respond to your letter dated February 5, 2016, on behalf of your client, Health Partners Plans, Inc. ("HPP"), requesting our client, Reading Health Partners, LLC, to change its name. Reading Health Partners has considered this request and will not agree to change its name for the reasons below.

First, your client's name and putative marks, HEALTH PARTNERS PLANS and HEALTH PARTNERS, are weak and merely descriptive, and we do not believe either mark, especially HEALTH PARTNERS, has acquired or could acquire secondary meaning. HPP is a health maintenance organization (HMO) that that offers Medicare, Medicaid, and Children's Health Insurance Program (CHIP) health plans. The word "HEALTH" in your client's mark merely names the subject matter of the products or services, and the word "PLANS" merely describes your client's products or services, namely its Medicare, Medicaid, and CHIP plans.

In fact, the USPTO has found several times, including in response to applications filed by your client, that the words "HEALTH" and "PLANS" are merely descriptive and must be disclaimed. Numerous other trademark registrants have disclaimed any right to exclusive use of "Health," "Partners," or "Health Partners" apart from their marks for the same reason. The existence of hundreds of other companies using "Health Partners" as part of their names is further indication of the weakness of HPP's putative marks. It is doubtful that HPP's putative HEALTH PARTNERS mark, without more, is entitled to any trademark protection. Even if it were, HPP cannot exclude other companies from using "Health Partners" as part of their marks, especially when, as with READING HEALTH PARTNERS, the mark has a strong distinguishing feature and the company provides different products and services from HPP.

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M. Kelly Tillery, Esquire
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Second, we strongly disagree with the assertion in your letter that the name READING HEALTH PARTNERS is confusingly similar to HEALTH PARTNERS PLANS. As you are well aware, marks are compared in their entireties for similarities in appearance, sound, connotation, and commercial impression. *Stone Lion Capital Partners, LP v. Lion Capital LLP*, 746 F.3d 1317, 1321, 110 USPQ2d 1157, 1160 (Fed. Cir. 2014) (quoting *Palm Bay Imps., Inc. v. Veuve Clicquot Ponsardin Maison Fondée En 1772*, 396 F.3d 1369, 1371, 73 USPQ2d 1689, 1691 (Fed. Cir. 2005)); TMEP §1207.01(b)-(b)(v). Here, the overall commercial impression of the READING HEALTH PARTNERS mark and HEALTH PARTNERS or HEALTH PARTNERS PLANS mark is not confusingly similar.

The words “READING” and “HEALTH” are the first and most prominent features of the READING HEALTH PARTNERS mark. They readily distinguish our client’s mark from HPP’s putative HEALTH PARTNERS and HEALTH PARTNERS PLANS marks. Significantly, the two words “READING HEALTH” together readily identify Reading Health Partners as being associated with its very well-known parent company, Reading Health System. The affiliation between Reading Health System and Reading Health Partners further eliminates any potential confusion with HPP. This is especially the case when the similar features of HPP’s marks, HEALTH and PLANS are weak and likely not protectable.

Also, Reading Health Partners is in a different business than HPP. HPP is an HMO that offers Medicare, Medicaid, and CHIP plans. Reading Health Partners does not offer any of these types of plans; rather, it is the first clinically integrated organization (CIO) in the Berks County area. In fact, HPP recently entered into a Medicare Advantage contract with Reading Health System. Another affiliated company, Berkshire Health Partners, is a long-standing and well-known preferred provider organization (PPO) that has used its name and federally registered mark BHP BERKSHIRE HEALTH PARTNERS in Berks County and beyond since the early 2000s without any claim of potential confusion with HPP.

Third, Reading Health Partners was formed in December 2012 after its parent company, Reading Health System, changed its name from The Reading Hospital & Medical Center in November 2012. Reading Health Partners began using its name and mark in commerce upon its formation. As your letter concedes, Reading Health Partners established and activated its website by June 2013. Although your letter states HPP has used its name and putative HEALTH PARTNERS mark in Berks County long before 2012, we are not aware of any use of the HEALTH PARTNERS mark outside the five-county Philadelphia region prior to 2013. Nevertheless, in nearly three years, Reading Health Partners is unaware of any confusion with HPP or its products or services.

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M. Kelly Tillery, Esquire
February 16, 2016
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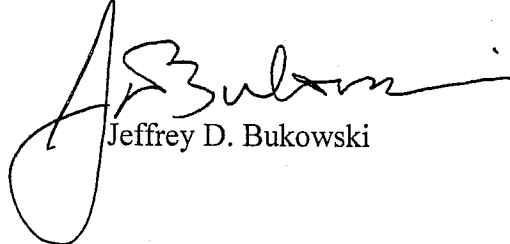
In HPP's application to register the mark HEALTH PARTNERS PLANS (which application HPP abandoned after the USPTO's office action stating registration would be rejected), HPP states it first used that mark in commerce on August 13, 2013, shortly after HPP changed its name from Health Partners of Philadelphia, Inc. Therefore, to the extent these marks are confusingly similar (which they are not), by virtue of its prior use in commerce of its READING HEALTH PARTNERS mark, Reading Health Partners has superior rights over the unregistered HEALTH PARTNERS PLANS mark in the greater Berks County region.

Your letter states that if Reading Health Partners does not agree to change its name, HPP is prepared to file a lawsuit similar to one it filed against Doylestown Health Partners seeking to compel Reading Health System to change its name. We hope this letter convinces HPP to reevaluate its interpretation of HPP's rights under applicable trademark law and conclude that any legal action would be without merit and met with vigorous opposition by Reading Health Partners. Doylestown Health Partners may have acquiesced in response to HPP's trademark bullying, but Reading Health Partners will not.

Please do not hesitate to contact me if you wish to discuss this further.

Very truly yours,

STEVENS & LEE

A handwritten signature in black ink, appearing to read "J. Bukowski", with a large, stylized loop at the end.

Jeffrey D. Bukowski

JDB:ilan

cc: Joanne M. Judge, Esquire